A SUBSTITUTE ORDINANCE

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE ORDINANCE GRANTING TO ATLANTA GAS LIGHT SERVICES COMPANY AN EASEMENT ACROSS REAL PROPERTY OWNED BY THE CITY OF ATLANTA IN CLAYTON COUNTY, TO PROVIDE FOR RELOCATION OF A NATURAL GAS MAIN IN THE AREA OF THE FIFTH RUNWAY PROJECT AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE APPROPRIATE INSTRUMENTS TO EVIDENCE THE GRANTING OF SUCH EASEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta, as owner and operator of the Hartsfield Atlanta. International Airport, has undertaken a major expansion of the Airport to accommodate the increasing air traffic at the airport, including construction of a Fifth Runway; and

WHEREAS, the construction of the Fifth Runway will require the removal of Sullivan Road Bridge over Interstate 285; and

WHEREAS, the existing Atlanta Gas Light Services Company (hereinafter "AGL") natural gas main serving Hartsfield Atlanta International Airport, the City of College Park, and the City of East Point is physically routed on the Sullivan Road Bridge; and

WHEREAS, in connection therewith, the City has entered into an agreement with AGL for permanent relocation of this natural gas main; and

WHEREAS, relocation of the natural gas main shall occur in two phases. In Phase I, AGL shall relocate the natural gas main from the existing Sullivan Road Bridge crossing I-285 to under I-285 in a boring. AGL shall accomplish the work for Phase II after the City and AGL determine a permanent location in which to relocate the natural gas main; and

whereas, in the Agreement between the City of Atlanta and AGL, the City agreed to provide AGL with an easement to enable AGL to perform the Phase I relocation (hereinafter "Phase I Easement"), and later another easement to enable AGL to perform the Phase II relocation (hereinafter "Phase II Easement"); and

WHEREAS, pursuant to the Agreement between the City of Atlanta and AGL, upon completion of the Phase II construction and the City's granting to AGL the Phase II Easement, AGL will transfer to the City, at no cost or expense to the City, the Phase I Easement, except that any portion of the Phase I Easement which becomes part of the Phase II easement shall not be transferred to the City. Upon execution of the transfer of the Phase I Easement, said Phase I Easement shall immediately extinguish and expire.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ATLANTA GEORGIA, as follows:

Section 1. That a Phase I Easement be and hereby is granted to AGL with the right and privilege to go in, upon, along, across and under that tract of land owned by the City of Atlanta in Land Lots 40, 41, 56, 56A and 57 of the 13th district of Clayton County, Georgia, the exact location of the Phase I Easement (hereinafter "Easement Area") being shown in detail on Exhibit A attached hereto and made a part hereof by reference, for the purpose of relocating its natural gas main located in the area of the Sullivan Road Bridge, as described and delineated on the drawing attached hereto as Exhibit B and made a part hereof by reference. The City grants to AGL the right and privilege to construct, install, lay, maintain, inspect, test, operate, repair, replace, alter, renew, rebuild. reconstruct, upgrade, enhance, change, patrol, add and remove, in, upon, under and above the Easement Area pipes, mains, equipment, cables, lines, conduits, valves, regulators, meters, and anodes, fittings, markers, cathodic protection facilities, regulator stations and data and voice transmission lines, of every nature and description, together with related machinery, apparatus, equipment, fixtures, improvements, appurtenances and facilities.

<u>Section 2.</u> That the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta, an appropriate instrument to evidence the granting of above said Easement on behalf of the City of Atlanta.

<u>Section 3.</u> That the City Attorney be and hereby is directed to prepare an appropriate instrument to evidence such Easement, for execution by the Mayor.

Section 4. That the Easement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the instrument evidencing same has been signed by the Mayor and delivered to AGL.

<u>Section 5.</u> That all ordinances or parts of ordinances in conflict herewith be, and the same hereby are repealed.



